GENERAL SERVICES ADMINISTRATION
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

Multiple Award Schedule
(MAS)

Special Item Number (SIN): 541611LIT LITIGATION SUPPORT SERVICES

Special Item Number (SIN): 518210ERM ELECTRONIC RECORDS MANAGEMENT SOLUTIONS

Special Item Number (SIN): 541611O OFFICE MANAGEMENT NEEDS ASSESSMENT

AND ANALYSIS SERVICES

Special Item Number (SIN): 511210 SOFTWARE LICENSES

Special Item Number (SIN): 54151HEAL HEALTH INFORMATION TECHNOLOGY SERVICES

Special Item Number (SIN): 54151S INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

Special Item Number (SIN): 611420 INFORMATION TECHNOLOGY TRAINING

Contract Number: 47QSMA19D08R6

Contract Period: 9/18/2019 – 9/17/2024

Aurotech, LLC.

8701 Georgia Ave, Suite 801

Silver Spring, MD 20910

DUNS: 129987264

Small Business

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: GSAAdvantage.gov.

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

GSA Schedule Number	MAS
Contractor Name	Aurotech, LLC.
GSA Contract Number	47QSMA19D08R6
Contract Period	9/18/2019 – 9/17/2024
Contractor Address	8701 GEORGIA AVE #801, SILVER SPRING, MD – 20910-3700
Contractor Email	hetal.patel@aurotechcorp.com
Contractor Phone #	443-904-6080
Contractor Website	www.aurotechcorp.com
1a. Awarded SINs	541611LIT 518210ERM 541611O 511210 54151HEAL 54151S 611420
1b. Lowest Price Model for each SIN	SIN 541611LIT = hourly labor categories/services SIN 518210ERM = hourly labor categories/services SIN 541611O = hourly labor categories/services SIN 54151S: hourly labor categories/services SIN 54151HEAL: hourly labor categories/services SIN 511210: "Additonal Collection Agents" $24.83 SIN 611420: "SVC-EUSER\-TRAINING-MTV" $976.42
1c. Hourly Rates	Please see GSA Price List below for hourly rates.
2. Maximum Order for each SIN	541611LIT = $1,000,000 518210ERM = $1,000,000 541611O = $1,000,000 511210 = $500,000 54151HEAL = $500,000 54151S = $500,000 611420 = $250,000

3. Minimum Order for each SIN	$100
4. Geographic Coverage	Domestic (48 States & DC)
5. Points of Production	8701 GEORGIA AVE #801, SILVER SPRING, MD – 20910-3700
6. Discount from List Price or Statement of Net Price	The below GSA Pricing is listed net.
7. Quantity Discounts	None
8. Prompt Payment Terms	1.00% 15 Days, Net 30
9a. Government Purchase Cards accepted <u>at or below</u> micro- purchase threshold	Yes
9b. Government Purchase Cards accepted <u>above</u> the micro purchase threshold	Yes
10. Foreign Items (list items by country of origin).	No foreign items. U.S. is country of origin for all items.
11a. Time of Delivery (days)	TBD at Task Order Level
11b. Expedited Delivery	Contact Contractor
11c. Overnight and 2-day delivery	Contact Contractor
11d. Urgent Requirements	Contact Contractor
12. F.O.B. Terms	Origin
13a. Ordering Address(es)	8701 GEORGIA AVE #801, SILVER SPRING, MD – 20910-3700
13b. Ordering Procedures	For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. Payment Address(es)	8701 GEORGIA AVE #801, SILVER SPRING, MD – 20910-3700
15. Warranty provision	Standard Commercial
16. Export packing charges, if applicable	N/A
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).	Accepted above and below the micro-purchase threshold
18. Terms and conditions of rental, maintenance, and repair (if applicable).	N/A
19. Terms and conditions of installation (if applicable).	N/A

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).	N/A
20a. Terms and conditions for any other services (if applicable).	N/A
21. List of service and distribution points (if applicable).	N/A
22. List of participating dealers (if applicable).	N/A
23. Preventive maintenance (if applicable).	N/A
24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).	N/A
24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/.	N/A
25. Data Universal Number System (DUNS) number.	129987264
26. Notification regarding registration in System for Award Management (SAM) database.	Registered in SAM.

Awarded GSA Out-Year Price List: SIN 54151S

SIN	Labor Category	Unit	GSA PRICE + IFF Year 1	GSA PRICE + IFF Year 2	GSA PRICE + IFF Year 3	GSA PRICE + IFF Year 4	GSA PRICE + IFF Year 5
54151S	Senior Systems Architect	Hourly	N/A	$146.92	$150.59	$154.36	$158.21
54151S	Technical Director	Hourly	N/A	$123.64	$126.73	$129.90	$133.14
54151S	Project Manager	Hourly	N/A	$119.61	$122.60	$125.66	$128.80
54151S	Senior Applications Engineer	Hourly	N/A	$131.02	$134.29	$137.65	$141.09
54151S	Program Manager	Hourly	N/A	$122.65	$125.71	$128.86	$132.08
54151S	Senior Applications Developer	Hourly	N/A	$129.89	$133.13	$136.46	$139.87
54151S	Applications Developer	Hourly	N/A	$86.40	$88.56	$90.78	$93.05
54151S	Senior Functional Analyst	Hourly	N/A	$85.79	$87.94	$90.14	$92.39
54151S	Systems Analyst	Hourly	N/A	$80.74	$82.76	$84.83	$86.95
54151S	Business Analyst	Hourly	N/A	$75.60	$77.49	$79.43	$81.42
54151S	Help Desk Specialist	Hourly	N/A	$66.41	$68.07	$69.77	$71.51
54151S	Graphics Specialist	Hourly	N/A	$65.84	$67.49	$69.18	$70.91
54151S	Assistant Systems Analyst	Hourly	N/A	$67.00	$68.67	$70.39	$72.15
54151S	Junior Analyst	Hourly	N/A	$54.49	$55.85	$57.25	$58.68
54151S	SVC-PS-INSTALL	Hourly	N/A	$219.67	$225.16	$230.79	$236.56
54151S	SVC-PS-DAILY	Hourly	N/A	$244.08	$250.18	$256.44	$262.85

Labor Category Position Descriptions

Senior Systems Architect			
Min. Ed.	BS	Min. Years of Experience	12

Provides lead analysis for translating customer needs into the design of solution. Provides leadership or direction on innovative research associated with the development of solution architectures. Performs management responsibilities for the program and staff in the development and execution of solution architecture projects. Provides in-depth analysis on interoperability.

Technical Director			
Min. Ed.	BS	Min. Years of Experience	7

Serves as the technical manager for a large, complex task order (or a group of task orders affecting the same common/standard/migration system) and shall assist the Program Manager in working with the Government Contracting Officer (CO), the contract-level Contracting Officer's Representative (COR), the task order-level COR(s), government management personnel and customer agency representatives. Under the guidance of the Program Manager, responsible for the overall management of the specific task order(s) and insuring that the technical solutions and schedules in the task order are implemented in a timely manner. Performs enterprise wide horizontal integration planning and interfaces to other functional systems.

Project Manager			
Min. Ed.	BA	Min. Years of Experience	10

Directs completion of tasks within estimated time frames and budget constraints. Schedules and assigns duties to subordinates and subcontractors and ensures assignments are completed as directed. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with contract requirements. Formulates policies and goals of the organization to subordinates. Interfaces with internal and Government/Corporate management. Is

responsible for overall program performance.

Senior Applications Engineer			
Min. Ed.	BS	Min. Years of Experience	6

Analyzes and studies complex system requirements. Designs software tools and subsystems to support software reuse and domain analyses and manages their implementation. Manages software development and support using formal specifications, data flow diagrams, other accepted design techniques and Computer Aided Software Engineering (CASE) tools. Estimates software development costs and schedule. Reviews existing program and assist in making refinements, reducing operating time, and improving current techniques. Supervises software configuration management.

Program Manager			
Min. Ed.	BA/BS	Min. Years of Experience	12

Senior member of management with ability to commit the firm and with extensive experience in systems development. Responsible for highest-level client liaison. Ability to secure necessary professional resources within the firm to meet requirements of project.

Senior Applications Developer			
Min. Ed.	BS	Min. Years of Experience	6

Works under general direction. Formulates/defines system scope and objectives. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations. Prepares detailed specifications from which programs will be written. Designs, codes, tests, debugs, and documents programs. May be involved in related areas such as database design/management, evaluation of commercial off-the-shelf (COTS) products, and analysis of network hardware/software issues. May provide guidance to other systems analysts and programmers.

Applications Developer			
Min. Ed.	BS	Min. Years of Experience	4

Works under general direction of the Senior Application Developer. Formulates/defines system scope and objectives. Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations. Prepares detailed specifications from which programs will be written. Designs, codes, tests, debugs, and documents programs. May be involved in related areas such as database design/management, evaluation of commercial off-the-shelf (COTS) products, and analysis of network hardware/software issues. May provide guidance to other systems analysts and programmers.

Senior Functional Analyst			
Min. Ed.	BS	Min. Years of Experience	6

Analyzes user needs to determine functional and cross-functional requirements. Performs functional allocation to identify required tasks and their interrelationships. Identifies resources required for each task.

Systems Analyst			
Min. Ed.	BS	Min. Years of Experience	3

Analyzes and develops computer software possessing a wide range of capabilities, including numerous engineering, business, and records management functions. Develops plans for automated information systems from project inception to conclusion. Analyzes user interfaces, maintain hardware and software performance tuning, analyze workload and computer usage, maintain interfaces with outside systems, analyze downtimes, analyze proposed system modifications, upgrades and new COTS. Analyzes the problem and the information to be processed. Defines the problem, and develops system requirements and program specifications, from which programmers prepare detailed flow charts, programs, and tests. Coordinates closely with programmers to ensure proper implementation of program and system specifications. Develops, in conjunction with functional users, system alternative solutions.

Business Analyst			
Min. Ed.	BA/BS	Min. Years of Experience	6

Reviews, analyses and evaluates business systems and user needs. Formulates systems to parallel overall business strategies. Writes detailed description of user needs, program functions and steps required to develop or modify computer programs. Familiar with a variety of the field's concepts, practices and procedures. Relies on extensive experience and judgment to plan and accomplish goals. Performs a variety of tasks. Leads and directs the work of others. A wide degree of creativity and latitude is expected.

Help Desk Specialist			
Min. Ed.	BS	Min. Years of Experience	4

Integrates hardware components and software including computers, peripherals, and telecommunications devices. Interfaces and integrates hardware and software, and analyzes hardware interface/integration requirements. Performs assessments of new hardware and software, and provides recommendations. Identifies site requirements.

Graphics Specialist			
Min. Ed.	HS	Min. Years of Experience	4

Designs and copies layouts for visual presentations. Uses a variety of print, electronic and film media to meet client's needs. Use computer software to generate images. Designs promotional displays and marketing brochures for products and services, developing distinctive logos for products and businesses, and creating visual designs for annual reports and other corporate literature. Must devise strategies for layouts and artistic concepts, and create visual images that engage, attract and sell. Should be responsive to customer needs, able to create new and original ideas, open to change and able to adjust to shifting priorities, meticulous, thorough and detailed, and able to meet deadlines and juggle multiple priorities. Versed in desktop publishing tools such as FrameMaker Acrobat Exchange, QuarkExpress, Photoshop or PageMaker.

Assisstant Systems Analyst			
Min. Ed.	BS	Min. Years of Experience	1

Analyzes and develops computer software possessing a wide range of capabilities, including numerous engineering, business, and records management functions. Develops plans for automated information systems from project inception to conclusion. Analyzes user interfaces, maintain hardware and software performance tuning, analyze workload and computer usage, maintain interfaces with outside systems, analyze downtimes, analyze proposed system modifications, upgrades and new COTS. Analyzes the problem and the information to be processed. Develops, in conjunction with functional users, system alternative solutions.

Junior Analyst			
Min. Ed.	BS	Min. Years of Experience	2

Works under general direction. Analyzes system requirements and implement solutions to solve application problems. Review detailed specifications from which computer programs or scripts will be written. Designs, codes, tests, debugs, and documents programs or data conversion maps. May be involved in related areas such as solution deployment, implementing commercial off-the-shelf (COTS) products and writing scripts for data conversion/mapping.

SVC-PS-INSTALL			
Min. Ed.	N/A	Min. Years of Experience	N/A

Set up hardware and install and configure software and drivers. Maintain and repair technological equipment (e.g. routers) or peripheral devices. Install well-functioning LAN/WAN and other networks and manage components (servers, IPs etc.) . Manage security options and software in computers and networks to maintain privacy and protection from attacks. Perform regular upgrades to ensure systems remain updated. Troubleshoot system failures or bugs and provide solutions to restore functionality. Arrange maintenance sessions to discover and mend inefficiencies . Keep records of repairs and fixes for future reference. Offer timely technical support and teach users how to utilize computers correctly

SVC-PS-DAILY			
Min. Ed.	BS	Min. Years of Experience	12

Defines the problems and analyzes and develops plans and requirements in the subject matter area for moderately complex to complex systems. Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper implementation of programs and systems specifications in the following specialties: information systems architecture, networking; telecommunications, automation, communications protocols, risk management/electronic analysis, software, lifecycle management, software development methodologies, and modeling and simulation.

Awarded GSA Out-Year Price List: SIN 54151HEAL

SIN	Labor Category	Unit	GSA PRICE + IFF Year 1	GSA PRICE + IFF Year 2	GSA PRICE + IFF Year 3	GSA PRICE + IFF Year 4	GSA PRICE + IFF Year 5
54151HEAL	HIT Principal Consultant	Hourly	N/A	$277.08	$284.00	$291.10	$298.38
54151HEAL	HIT Chief Solution Architect	Hourly	N/A	$206.55	$211.72	$217.01	$222.43
54151HEAL	HIT Software Architect	Hourly	N/A	$190.43	$195.19	$200.07	$205.07
54151HEAL	HIT Scientist - Expert	Hourly	N/A	$171.29	$175.57	$179.96	$184.46
54151HEAL	HIT Functional Lead	Hourly	N/A	$146.10	$149.75	$153.49	$157.33
54151HEAL	HIT Program Manager	Hourly	N/A	$143.08	$146.65	$150.32	$154.08
54151HEAL	HIT Software Developer	Hourly	N/A	$140.05	$143.55	$147.14	$150.82
54151HEAL	HIT Project Manager	Hourly	N/A	$136.02	$139.42	$142.90	$146.48
54151HEAL	HIT System Developer	Hourly	N/A	$136.02	$139.42	$142.90	$146.48
54151HEAL	HIT Systems Engineer	Hourly	N/A	$134.01	$137.36	$140.79	$144.31
54151HEAL	HIT Database Administrator	Hourly	N/A	$130.99	$134.26	$137.62	$141.06
54151HEAL	HIT Database System Engineer	Hourly	N/A	$130.99	$134.26	$137.62	$141.06
54151HEAL	HIT Enterprise Architect	Hourly	N/A	$124.94	$128.06	$131.26	$134.54
54151HEAL	HIT Database Developer	Hourly	N/A	$120.91	$123.93	$127.03	$130.20
54151HEAL	HIT Analyst	Hourly	N/A	$110.95	$113.72	$116.56	$119.48
54151HEAL	HIT Technical Writer	Hourly	N/A	$110.84	$113.61	$116.45	$119.36
54151HEAL	HIT Test Engineer	Hourly	N/A	$110.84	$113.61	$116.45	$119.36
54151HEAL	HIT Deployment Manager	Hourly	N/A	$105.80	$108.44	$111.15	$113.93
54151HEAL	HIT User Interface/Graphic Artist	Hourly	N/A	$102.78	$105.35	$107.98	$110.68
54151HEAL	HIT Trainer	Hourly	N/A	$99.45	$101.93	$104.48	$107.09

Labor Category Position Descriptions

HIT Principal Consultant			
Min. Ed.	BA/BS	Min. Years of Experience	15

Analyzes process and re-engineering, with an understanding of technical problems and solutions as they relate to the current and future business environment. Recommends and facilitates quality improvement efforts. Creates process change by integrating new processes with existing ones and communicating these changes to impacted Business Systems teams.

HIT Chief Solution Architect			
Min. Ed.	BA/BS	Min. Years of Experience	12

Designs and builds relational databases. Performs data access analysis design, and archive/recovery design and implementation. Develops strategies for data acquisitions, archive recovery, and implementation of a database. Translates business needs into long-term architecture solutions.

HIT Software Architect			
Min. Ed.	BA/BS	Min. Years of Experience	9

Designs and develops new software products or major enhancements to existing software. Addresses problems of systems integration, compatibility, and multiple platforms. Responsible for project completion. Performs feasibility analysis on potential future projects to management.

HIT Scientist - Expert			

Min. Ed.	PhD	Min. Years of Experience	18

Acts as a senior consultant in complex or mission critical client requirements. Develops, modifies, and applies computer modeling and programming applications to analyze and solve mathematical and scientific problems affecting system and program performance. Participates in all phases of scientific and engineering projects such as research, design, development, testing, modeling, simulating, training, and documentation.

HIT Functional Lead

Min. Ed.	BA/BS	Min. Years of Experience	6

Perform general LAN/MAN/WAN administration; provide technical leadership in the integration and test of complex large-scale computer integrated networks. Schedule conversions and cutovers. Evaluate business requirements and prepare the detailed functional and technical specifications that follow project guidelines.

HIT Program Manager

Min. Ed.	BA/BS	Min. Years of Experience	10

Typically oversee all aspects of the Health IT project, leading a team on large projects or a significant segment of large and complex projects. Analyze new and complex project-related problems and create innovative solutions that normally involve the schedule, technology, methodology, tools, solution components, and financial management of the project. Provide applications systems analysis and long and short-range plans for application selection, systems development, systems maintenance, and production activities for necessary support resources. Commensurate experience and education for the specific level.

HIT Software Developer

Min. Ed.	BA/BS	Min. Years of Experience	10

Resolves problems with software and responds to suggestions for improvements and enhancements. Acts as team leader on projects. Instructs, assigns, directs, and checks the work of other software developers on development team. Participates in development of software user manuals.

HIT Project Manager

Min. Ed.	BA/BS	Min. Years of Experience	10

The project manager has the overall responsibility for the successful initiation, planning, design, execution, monitoring, controlling and closure of a project. Overseeing day to day activities. Key among a project manager's duties is the recognition that risk directly impacts the likelihood of success and that this risk must be both formally and informally measured throughout the lifetime of a project.

HIT System Developer

Min. Ed.	BA/BS	Min. Years of Experience	5

Designs, develops, enhances, debugs, and implements software. Troubleshoots production problems related to software applications. Researches, tests, builds, and coordinates the conversion and/or integration of new products based on client requirements. Designs and develops new software products or major enhancements to existing software. Addresses problems of systems integration, compatibility, and multiple platforms. Consults with project teams and end users to identify application requirements.

HIT Systems Engineer

Min. Ed.	BA/BS	Min. Years of Experience	8

Performs a variety of systems engineering tasks and activities that are broad in nature and are concerned with major systems design, integration, and implementation, including personnel, hardware, software, budgetary, and support facilities and/or equipment. Provides quality assurance review and the evaluation of new and existing software products.

HIT Database Administrator

Min. Ed.	BA/BS	Min. Years of Experience	7

Projects long-range requirements for client/server database administration in conjunction with other managers in the information systems function as well as business function managers. Prepares activity and progress reports

regarding the client/server database management section			
HIT Database System Engineer			
Min. Ed.	BA/BS	Min. Years of Experience	8
Formulates/defines specifications for complex operating software programming applications or modifies/maintains complex existing applications using engineering releases and utilities from the manufacturer. Designs, codes, tests, debugs, and documents those programs. Provides overall operating system, such as sophisticated file maintenance routines, large telecommunications networks, computer accounting, and advanced mathematical/scientific software packages.			
HIT Enterprise Architect			
Min. Ed.	BA/BS	Min. Years of Experience	2
Find ways in which to improve IT functions so they support our future goals. Create business architecture models that reflect our strategies and goals Evaluate our systems engineering, talent recruiting and accounting models for discrepancies or vulnerabilities. Locate ways to reduce costs in IT and business leadership. Identify ways to increase employee knowledge and skills to support future growth. Conduct research in the talent management industry to find ways in which to improve our operations. Provide business architecture and systems processing guidance. Create and implement a business vision and multi-year plan.			
HIT Database Developer			
Min. Ed.	BA/BS	Min. Years of Experience	7
Designs, implements, and maintains complex databases with respect to JCL, access methods, access time, device allocation, validation checks, organization, protection and security, documentation, and statistical methods.			
HIT Analyst			
Min. Ed.	BA/BS	Min. Years of Experience	3
Devises or modifies procedures to solve complex problems considering computer equipment capacity and limitations, operating time, and form of desired results. Formulates/defines system scope and objectives. Prepares detailed specifications for programs. Assists in the design, development, testing, implementation, and documentation of new software and enhancements of existing applications. Works with project managers, developers, and end users to ensure application designs meet business requirements. Formulates/defines specifications for complex operating software programming applications or modifies/maintains complex existing applications using engineering releases and utilities from the manufacturer. Designs, codes, tests, debugs, and documents those programs. Provides overall operating system, such as sophisticated file maintenance routines, large telecommunications networks, computer accounting, and advanced mathematical/scientific software packages. Assists all phases of software systems programming applications.			
HIT Technical Writer			
Min. Ed.	AA	Min. Years of Experience	9
Writes a variety of technical articles, reports, brochures, and/or manuals for documentation for a wide range of uses. Coordinates the display of graphics and the production of the document. Ensures content is of high quality and conforms with standards.			
HIT Test Engineer			
Min. Ed.	BA/BS	Min. Years of Experience	5
Subject matter specialist providing testing know-how in for the support of user requirements of complex to highly complex software/hardware applications. Directs and/or participates in all phases of risk management assessments and software/hardware development with emphasis on analysis of user requirements, test design and test tools selection.			
HIT Deployment Manager			
Min. Ed.	BA/BS	Min. Years of Experience	10

Provides applications systems analysis and programming activities for a Government site, facility or multiple locations.

HIT User Interface/Graphic Artist			
Min. Ed.	HS	Min. Years of Experience	7

Produces graphic art and visual materials for promotions, advertisements, films, packaging, and informative and instructional material through a variety of media outlets such as websites and CD-ROMs. Generates and manipulates graphic images, animations, sound, text and video into consolidated and seamless multimedia programs.

HIT Trainer			
Min. Ed.	BA/BS	Min. Years of Experience	8

Assesses, designs, and conceptualizes training scenarios, approaches, objectives, plans, tools, aids, curriculums, and other state of the art technologies related to training and behavioral studies. Identifies the best approach training requirements to include, but not limited to hardware, software, simulations, course assessment and refreshment, assessment centers, oral examinations, interviews, computer assisted and adaptive testing, behavior-based assessment and performance, and team and unit assessment and measurement. Develops and revises training courses. Prepares training catalogs and course materials. Trains personnel by conducting formal classroom courses, workshops, and seminars.

Awarded GSA Out-Year Price List: SIN 611420

SIN	Course Title	Unit	GSA PRICE + IFF Year 1	GSA PRICE + IFF Year 2	GSA PRICE + IFF Year 3	GSA PRICE + IFF Year 4	GSA PRICE + IFF Year 5
611420	SVC-EUSER\-TRAINING-MTV	Per Seat	N/A	$976.42	$1,000.83	$1,025.85	$1,051.50

Course Description

SVC-EUSER\-TRAINING-MTV					
Course Length	1 Day	Min. Participants	5	Max. Participants	20
Training applicable to current needs (per seat). Does not include the cost of travel to training site.					

SIN	Product Name	Product Description	Unit	Dealer Part Number	GSA PRICE + IFF
511210	User License – Per User fee	User License – Per User fee	EA	EXT-100	$1,193.95
511210	Fusion Legal Hold -76-200 holds-10 users included + HR (single source) & SSO	Fusion Legal Hold -76-200 holds-10 users included + HR (single source) & SSO	EA	EXT-10002B	$89,546.60
511210	Intelligent HR Adapter	Intelligent HR Adapter	EA	EXT-10003	$9,949.62
511210	Single Sign-On or LDAP Authentication Adapter	Single Sign-On or LDAP Authentication Adapter	EA	EXT-10004	$9,949.62
511210	Asset Management Integration Adapter	Asset Management Integration Adapter	EA	EXT-10006	$9,949.62
511210	EDDM License - 1TB vault - 10TB searchable data - 500 agents/5 users-email, network share, desktops/laptops included	EDDM License - 1TB vault - 10TB searchable data - 500 agents/5 users-email, network share, desktops/laptops included	EA	EXT-50001A	$99,496.22
511210	Other Source adapters (priced per each)	Other Source adapters (priced per each)	EA	EXT-40041-40051	$14,924.43
511210	Fusion Platform for User Base License	Fusion Platform for User Base License	EA	EXT-1	$-
511210	Fusion Legal Hold -0-75 holds - 5 users included + HR (single source) & SSO	Fusion Legal Hold -0-75 holds - 5 users included + HR (single source) & SSO	EA	EXT-10002A	$51,738.04
511210	Fusion Legal Hold -200+ holds-25users included + HR (single source) & SSO	Fusion Legal Hold -200+ holds-25users included + HR (single source) & SSO	EA	EXT-10002C	$169,143.58
511210	Matter Management Adapter	Matter Management Adapter	EA	EXT-10005	$9,949.62
511210	SharePoint Integration Adapter	SharePoint Integration Adapter	EA	EXT-10007	$14,924.43
511210	Compliance Portal	Compliance Portal	EA	EXT-10009	$19,899.24
511210	Advanced EDRM Adapter (price per each)	Advanced EDRM Adapter (price per each)	EA	EXT-10021-10040	$19,899.24
511210	Exterro Project Management up to 50 Active Projects	Exterro Project Management up to 50 Active Projects	EA	EXT-30002A	$44,773.30
511210	Exterro Project Management - 51-150 Active Projects	Exterro Project Management - 51-150 Active Projects	EA	EXT-30002B	$79,596.98
511210	Exterro Project Management - 151 to 500 Active Projects	Exterro Project Management - 151 to 500 Active Projects	EA	EXT-30002C	$119,395.47

511210	Additonal Projects - 25 project package	Additonal Projects - 25 project package	EA	EXT-30003	$7,959.70
511210	Customized Workflows (price per each)	Customized Workflows (price per each)	EA	EXT-30004	$4,970.78
511210	Comprehensive Interview Module	Comprehensive Interview Module	EA	EXT-40026	$14,924.43
511210	EDDM License - 1TB vault - 11TB-25TB searchable data - 2000 agents/10 users-email, network share, desktops/laptops included	EDDM License - 1TB vault - 11TB-25TB searchable data - 2000 agents/10 users-email, network share, desktops/laptops included	EA	EXT-50001B	$194,025.19
511210	EDDM License - 1TB vault - 25TB-75TB searchable data - 5000 agents/25 users/email, network share, desktops/laptops included	EDDM License - 1TB vault - 25TB-75TB searchable data - 5000 agents/25 users/email, network share, desktops/laptops included	EA	EXT-50001C	$333,460.96
511210	Exterro Managed Review Portal	Exterro Managed Review Portal	EA	EXT-50002	$21,889.17
511210	Additional Reviewer Price	Additional Reviewer Price	EA	EXT-50003	$696.42
511210	Additonal Collection Agents	Additonal Collection Agents	EA	EXT-50004	$24.83
511210	Predictive Intelligence - 10TB searchable scop	Predictive Intelligence - 10TB searchable scop	EA	EXT-50005	$94,549.12
511210	Employee Change Moniter - 10 monitors	Employee Change Moniter - 10 monitors	EA	EXT-60001A	$19,899.24
511210	Employee Change Moniter - 20 monitors	Employee Change Moniter - 20 monitors	EA	EXT-60001B	$34,821.16
511210	Employee Change Monitor - 50	Employee Change Monitor - 50	EA	EXT-60001C	$64,691.18

SINS	Labor Category	Unit	GSA PRICE + IFF Year 1	GSA PRICE + IFF Year 2	GSA PRICE + IFF Year 3	GSA PRICE + IFF Year 4	GSA PRICE + IFF Year 5
518210ERM, 541611LIT, 541611O	Subject Matter Expert	Hourly	$158.59	$161.76	$165.00	$168.30	$171.66
518210ERM, 541611LIT, 541611O	Senior Systems Architect	Hourly	$138.95	$141.73	$144.57	$147.46	$150.41
518210ERM, 541611LIT, 541611O	Systems Architect	Hourly	$121.51	$123.94	$126.42	$128.95	$131.53
518210ERM, 541611LIT, 541611O	Records Solution Architect	Hourly	$147.20	$150.15	$153.15	$156.21	$159.34
518210ERM, 541611LIT, 541611O	Technical Director	Hourly	$117.01	$119.35	$121.73	$124.17	$126.65
518210ERM, 541611LIT, 541611O	Project Manager	Hourly	$112.70	$114.95	$117.25	$119.59	$121.98
518210ERM, 541611LIT, 541611O	Senior Applications Engineer	Hourly	$124.70	$127.19	$129.73	$132.33	$134.97
518210ERM, 541611LIT, 541611O	Applications Engineer	Hourly	$92.70	$94.55	$96.44	$98.37	$100.34
518210ERM, 541611LIT, 541611O	Senior Program Manager	Hourly	$156.42	$159.55	$162.74	$166.00	$169.32
518210ERM, 541611LIT, 541611O	Program Manager	Hourly	$134.36	$137.04	$139.79	$142.58	$145.43
518210ERM, 541611LIT, 541611O	Senior Applications Developer	Hourly	$122.55	$125.00	$127.50	$130.05	$132.65
518210ERM, 541611LIT, 541611O	Applications Developer	Hourly	$81.26	$82.88	$84.54	$86.23	$87.96
518210ERM, 541611LIT, 541611O	Senior Litigation Support Analyst	Hourly	$80.64	$82.26	$83.90	$85.58	$87.29
518210ERM, 541611LIT, 541611O	Litigation Support Analyst	Hourly	$72.04	$73.48	$74.95	$76.45	$77.98
518210ERM, 541611LIT, 541611O	Senior Records Analyst	Hourly	$91.58	$93.41	$95.28	$97.19	$99.13
518210ERM, 541611LIT, 541611O	Records Analyst	Hourly	$76.31	$77.84	$79.40	$80.98	$82.60
518210ERM, 541611LIT, 541611O	Senior Business Analyst	Hourly	$96.68	$98.61	$100.58	$102.59	$104.64
518210ERM, 541611LIT, 541611O	Business Analyst	Hourly	$70.88	$72.30	$73.75	$75.22	$76.72

518210ERM, 541611LIT, 541611O	Assistant Records Analyst	Hourly	$50.38	$51.39	$52.41	$53.46	$54.53
518210ERM, 541611LIT, 541611O	Junior Litigation Support Analyst	Hourly	$48.21	$49.18	$50.16	$51.16	$52.19

Labor Category Position Descriptions

Subject Matter Expert			
Min. Ed.	BA/BS	Min. Years of Experience	15

Minimum of four years' experience in the specialized field in which subject matter expert is providing knowledge. Provides area expertise, research and consulting to all technical and functional disciplines.

Senior Systems Architect			
Min. Ed.	BA/BS	Min. Years of Experience	8

Develops, implements, and maintains servers as per an organization's mission. Cares for architecture and capacity planning. Manages all logical and physical architecture specifications, system analysis and is able to provide proper recommendations.

Systems Architect			
Min. Ed.	BA/BS	Min. Years of Experience	5

Assists technical customer care inquiries. Creates and maintains project plans and system implementations to ensure proper design and updates. Analyzes technical recommendations to align with technical roadmaps.

Records Solution Architect			
Min. Ed.	BA/BS	Min. Years of Experience	6

Responsible for delivery on one or more records projects within the scope of the agency. Has both technical and business knowledge to be able to tie goals with the leveraged data and information lifecycle for that data. Designs the technical and functional solutions to ensure that data is retained and dispositioned properly. Defines actions that shall be performed from environmental data.

Technical Director			
Min. Ed.	BA/BS	Min. Years of Experience	8

Uses computer expertise and techniques to create and promote automated solutions and mitigate issues. Analyzes team designs to obtain optimal deliverables. In charge of designs, creation and operation of software applications. Manages overall system design, requirements and implementation to be sure all operate without interruption.

Project Manager			
Min. Ed.	BA/BS	Min. Years of Experience	6

Directs the entire contract effort and acts as lead point of contact for contractual matters. Handles project development from inception to deployment. Expertise in management of task orders of various types and complexity. Responsible for contract requirements, schedules, and operation standards.

Senior Applications Engineer			
Min. Ed.	BA/BS	Min. Years of Experience	5

Focuses on strengthening information systems by formulating and defining scope and objectives. Uses existing software to design and adapt to the needs of the technical staff. Maintains programs with testing and code design and is able to specify recommendations and requirements for any requested changes.

Applications Engineer			
Min. Ed.	BA/BS	Min. Years of Experience	3

Translates program requirements into code and or needed interfaces. Loads and edits data files, creates reports, and debugs and tests programs. Modifies code to increase efficiency and reduce operating times.

Senior Program Manager			
Min. Ed.	BA/BS	Min. Years of Experience	12

Responsible for leading teams to deliver project(s) that span across one or more task orders, business units or other highly complex efforts. Manage resources, schedules, financials and adhere to stage gate quality and SDLC control guidelines throughout the full systems development life cycle. This also includes management of issues, risks and change requests to ensure successful and on-time project delivery. Contribute to process improvement initiatives as

it relates to improving project delivery. The Senior Program Manager has the authority to run the project on a day-to-day basis. Verify that the project produces the required deliverables of quality, within the specified constraints of time and cost and to achieve the potential benefits defined in the business case.

Program Manager			
Min. Ed.	BA/BS	Min. Years of Experience	8

Demonstrated capability in supervising multi-task contracts. Increasing responsibilities in overall management. Determines and allocates project budget to team. Recommends process improvements. Takes on training and guidance for staff.

Senior Applications Developer			
Min. Ed.	BA/BS	Min. Years of Experience	4

Exceptional understanding of J2EE, .NET and related technologies. Knowledge of a multitude of development environments and lifecycle. Responsible for custom program breakdowns of system analysis, creation, and implementation. Performs technical tasks as it relates to ECM.

Applications Developer			
Min. Ed.	BA/BS	Min. Years of Experience	2

Designs, implements, tests, deploys and manages software applications and custom codes. Understands agency objectives and maps requirements to technical options while evaluating efficiencies. Able to create solutions based on the agency mission.

Senior Litigation Support Analyst			
Min. Ed.	BA/BS	Min. Years of Experience	6

Acts both independently and as a team lead providing cross-functional support to staff and agency. Creates, refines, and updates process workflows. Oversees data loading, formatting and delivery by team. Perform reviews and analytics to support case team with optimal technology solutions. Extensive knowledge of e-Discovery processes.

Litigation Support Analyst			
Min. Ed.	BA/BS	Min. Years of Experience	5

Consult with case teams and senior litigation technology teams to identify and assist technology requirements. May act as a support to the project manager throughout the technical litigation process. Maintains schedule and budget to be sure deliverables meet requirements.

Senior Records Analyst			
Min. Ed.	BA/BS	Min. Years of Experience	6

Identifies issues that arise in application areas. Performs specialized analysis of agency records in order to make reviews and upgrades. These areas may include prime or general offices, offices within the field, or remote centers. Reviews the status of deliverables, issues and milestones alongside project managers. Guides end users in ongoing training during all implementation phases to be sure to adhere to schedule.

Records Analyst			
Min. Ed.	BA/BS	Min. Years of Experience	3

Confers with supervisory personnel to gather recommendations for improvements to mitigate issues. Identifies issues that arise in assigned application areas in addition to any that impact other application teams. Manages, stores and reviews records maintained by the agency.

Senior Business Analyst			
Min. Ed.	BA/BS	Min. Years of Experience	6

Mentors and guides more junior Business Analysts in understanding best practices. Facilitates organizational change to optimize the performance of the agency. Able to suggest and analyze new business processes. Able to manage other alongside enterprise process changes.

Business Analyst			

Min. Ed.	BA/BS	Min. Years of Experience	3

Acts as the liaison between business users and the technical team. Contributes to system design input to identify potential complications. Supports communications, training, and job aids to assist in successful transitions and implementation. Assists with system development activities, while documenting changes, supporting test evaluation and providing customer support.

Assistant Records Analyst			
Min. Ed.	BA/BS	Min. Years of Experience	1

Identifies issues that arise in application areas. Performs specialized analysis of agency records in order to make reviews and upgrades. These areas may include prime or general offices, offices within the field, or remote centers. Reviews the status of deliverables, issues and milestones alongside project managers. Guides end users in ongoing training during all implementation phases to be sure to adhere to schedule.

Junior Litigation Support Analyst			
Min. Ed.	BA/BS	Min. Years of Experience	1

Works independently, on small to medium sized matters, and assisting senior team members on larger more complex issues. Consult with case teams and senior technology team members to assess and support mission requirements. Responsible for the hands-on technical support for litigation workflow tasks. Monitors progress and responsible for ensuring work meets contract and legal requirements and is delivered on schedule.

Educational Equivalency

Aurotech employs the following work experience/certificate equivalents for academic degrees.

Education Level	Education Level and Relevant Work Experience Equivalency
High School Diploma (HS)	GED
Associate's Degree (AA)	HS + 2 years
Undergraduate Degree (BA/BS)	HS + 4 years or AA + 2 years
Master's Degree (MS)	HS + 6 years or AA + 4 years or BA/BS + 2 years
Doctorate (PhD)	AA + 6 years or BA/BS + 4 years or MA/MS + 2 years

Enterprise Agreement

NOTE: In accordance with Clause 552.212-4(s), the Unenforceable Clauses provision of 552.212-4 takes precedence over any Commercial Supplier Agreement (CSA) incorporated into contract **47QSMA19D08R6**. The language of Clause 552.212-4(w) Commercial Supplier Agreements – Unenforceable Clauses shall be deemed incorporated into all commercial supplier agreements associated with Contract **47QSMA19D08R6**.

MASTER SUBSCRIPTION AND PROFESSIONAL SERVICES AGREEMENT

This Master Subscription and Professional Services Agreement ("Agreement"), effective as of _____ ("Effective Date"), by and between Exterro, Inc., an Oregon company whose principal address is 4145 SW Watson Avenue, Suite 400, Beaverton, Oregon, 97005 ("Exterro") and the Ordering Activity (an entity authorized to order under GSA contracts as set forth in GSA Order 4800.2H ADM, as may be revised from time to time) ("Customer") (each a "Party" and collectively, the "Parties").

Whereas Exterro provides Subscription Services and related Professional Services and Customer desires to subscribe to the Services, and this business relationship and the allocation of responsibilities regarding such Services are set forth in this Agreement. Therefore, the Parties agree as follows:

1. **PROVISION OF THE SERVICES**
    1.1. <u>Subscription Service</u>. "Subscription Service" or "Service" means Exterro's software applications (including any third-party software which is part thereof) as described in and ordered by Customer (the "Software"), and related services, which are made available by Exterro as a Software as a Service (SaaS) online via web access designated by Exterro. Exterro will make the following available to Customer, subject to the terms and conditions of this Agreement and related ordering documents signed by the Parties (each an "Order Form"), including without limitation, (a) use of the Subscription Services; (b) professional services and training services ("Professional Services"); and (c) any additional services.   An Order Form shall specify the term of authorized use of the Subscription Service ("Subscription Term"), the fees and other charges for the Subscription Service, any special payment terms, the scope of use, and the numbers, types and identifiers of Authorized Users, applications, servers, devices, capacity and locations at or through which the Customer is permitted to use the Subscription Service. Each Order Form is hereby incorporated into and made a part of this Agreement for that order.
    1.2. <u>Professional Services</u>. Exterro shall perform Professional Services in the form, type and manner provided in one or more statements of work ("SOW") that refer to this Agreement, and which, upon execution, are incorporated into the Agreement.
    1.3. <u>Customer Obligations</u>. Customer is responsible for Customer's implementation of the Subscription Services. Customer may enable access of the Service for use only by Authorized Users solely for the internal business purposes of Customer and its Affiliates in accordance with the Documentation and not for the benefit of any third parties. Customer shall protect the names and passwords of the Authorized Users to the Subscription Service. Customer is responsible for all Authorized User use of the Subscription Service and compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy, quality, and legality of all Customer Data; and (b) prevent unauthorized access to, or use of, the Subscription Service, and notify Exterro promptly of any such unauthorized access or use. Customer shall not attempt to gain access to the Subscription Services or its related systems or networks in a manner not set forth in the Documentation. Customer is responsible for using the Subscription Service within the permitted scope and only in accordance with the numbers, types and identifiers of Authorized Users, applications, servers, devices, capacity and locations at or which Customer is permitted to use as set forth in the Order Form. Customer shall designate a minimum number of named contacts as listed in the applicable Order Form to request and receive support services from Exterro. Named Support Contacts must be trained on the Exterro products for which they initiate support requests.
    1.4. <u>Acceptance of the Services</u>.
        1.4.1. <u>Acceptance of the Software</u>. Customer is entitled to perform verification testing on delivered Software (the "base product") to confirm receiving the product(s) as set forth in the Agreement and to confirm that the base products function as set forth in Exterro's product documentation. Said testing shall be completed within ten (10) days after Exterro makes the base product(s) available to Customer (the "Acceptance Period"). If Customer reasonably determines that the base product made available to them differs from the Agreement, or that the product(s) fails to

operate in accordance with the documentation, Customer shall notify Exterro and Exterro shall correct the error. Unless Customer notifies Exterro, in writing, that the Software failed the verification testing, within thirty (30) days after Exterro makes the Software available to the Customer, the base product(s) will be deemed to be accepted. Exterro will not begin configuration services or other Professional Services until such time as the Software has been accepted.

1.4.2. <u>Acceptance of Professional Services</u>. Customer may engage Exterro to provide Professional Services to configure the Software. Customer is entitled to perform Acceptance Testing of the configured Software including any and all deliverables described in a Statement of Work ("SOW") or the Order Form. The term "Acceptance Testing" means testing performed by or on behalf of Customer to determine whether the relevant configured Software complies with any specifications and requirements set forth in the Professional Services SOW/Order Form. If Customer reasonably determines that such configured Software complies with the foregoing or otherwise decides in its reasonable discretion to accept the configured Software, Customer will notify Exterro in writing (email is acceptable) of its acceptance of the Professional Services. Customer will notify Exterro on or before any acceptance date set forth in the applicable SOW/Order Form ("Configured Software Acceptance Date"). If Exterro has not received written notice within ten (10) business days of the Configured Software Acceptance Date, the Professional Services will be deemed to have been accepted.

1.4.3. <u>Failure of Acceptance Testing of Professional Services</u>. If Customer notifies Exterro that the configured Software fails to pass Acceptance Testing, Exterro will correct all material deficiencies in the Software or Professional Services, not later than thirty (30) calendar days after receipt of Customer' notice of such failure. Within thirty (30) calendar days after such corrections have been made, Customer will retest the relevant Services. If the Services still fail Acceptance Testing, Customer may, in its discretion: (i) grant Exterro additional time to correct the outstanding deficiencies; or (ii) terminate the associated SOW/Order Form. In the event of termination under this <u>Section 1.4.3</u> Exterro will refund promptly any Professional Service Fees paid to Exterro for the associated terminated SOW/Order Form.

2. FEES AND PAYMENT

2.1. <u>Fees</u>.

    2.1.1. <u>Subscription Service</u>. Fees for the Subscription Service will be invoiced in accordance with the applicable Order Form.

    2.1.2. <u>Professional Services</u>. Customer shall pay Exterro Professional Services fees at the rates and in accordance with the applicable Order Form.

2.2. <u>Payment Terms</u>. Except as expressly set forth in the applicable Order Form or Statement of Work ("SOW") Professional Services fees are invoiced as set forth in the Order Form (including reasonable travel expenses) monthly in arrears. Payment term are governed by the terms of the schedule contract and the applicable order. Except as otherwise stated in an Order Form, all fees are based on Service rights acquired and not actual usage. If Customer specifies in an Order Form that it is issuing a purchase order for such Order Form, then Exterro shall reference the applicable Customer purchase order number on its invoices (solely for administrative convenience) so long as Customer provides the purchase order number to Exterro at least five (5) business days prior to the date of the applicable Exterro invoice.

2.3. <u>Overdue Payments.</u> Payment term are governed by the terms of the schedule contract and the applicable order.

2.4. <u>Non-cancelable & non-refundable</u>. Except as specifically set forth to the contrary under Section 1.4.3 "Failure of Acceptance Testing of Professional Services", Section 6.1 "Warranties", Section 7.1 "Indemnification – Exterro Obligation", Section 9.4 "Effect of Termination" and under Section 3 "Availability Service Level" of the Subscription Service Guide Agreement (Appendix 1), all payment obligations under any and all Order Forms are non-cancelable and all payments are non-refundable. The license rights for the number of Authorized Users set forth on any respective Order Form cannot be decreased during the Term.

2.5. <u>Audit</u>. Exterro shall have the right, at Exterro's expense, to periodically confirm Customer's compliance with the Subscription Services usage terms of any Order Form. Customer shall provide any reasonable assistance to Exterro in conducting an audit. If Customer's use of the Subscription Services exceeds the usage permitted by the Order Form, Customer shall purchase additional rights to bring the actual use into compliance with permitted rights. If Customer fails to correct the unpermitted use, Exterro may, in addition to other rights and remedies provided hereunder or at law may file a claim in accordance with FAR 52.233-1.

2.6. <u>Taxes</u>. Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties. If Customer is a tax-exempt entity or claims exemption from any Taxes under this Agreement, Customer shall provide a certificate of exemption upon execution of this Agreement and, after receipt of valid evidence of exemption, Exterro shall not charge Customer any Taxes from which it is exempt.

3. **PROPRIETARY RIGHTS**

3.1. <u>Ownership and Reservation of Rights to Exterro Intellectual Property.</u> Exterro and its licensors own all right, title, and interest in and to the Subscription Services, Documentation, and other Exterro Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, Exterro reserves all rights, title and interest in and to the Subscription Service, and Documentation, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Exterro shall have a royalty-free, worldwide, non-exclusive, transferable sub-licensable, irrevocable, perpetual right to make, use, sell, offer for sale, import, or otherwise incorporate into the Subscription Service, Software, Documentation, any suggestions, enhancements, recommendations, or other feedback provided by Customer relating to the Subscription Service, Software, Documentation.

3.1.1. <u>Professional Services.</u> All right, title and interest to all recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements and other technical information developed by Exterro in the course of performing Professional Services, or co-developed by the Parties hereunder, including all trade secrets, copyrights and other Intellectual Property Rights pertaining thereto (together the "Exterro Intellectual Property") vests in Exterro. Nothing contained in this Agreement shall be construed as transferring any such rights to Customer or any third party except as expressly set forth herein.

3.1.2. Subject to 3.1.1 above, Exterro grants to Customer a nontransferable and non-assignable term license to access and to use the Exterro Intellectual Property that Exterro incorporates into a Deliverable provided to Customer hereunder, without further license fees. Customer may only use the Deliverables in connection with its authorized use of the Exterro Subscription Service, as such is defined pursuant to this Agreement between the Parties and only during the term set forth therein.

3.2. <u>License Grant.</u> Exterro hereby grants Customer a non-exclusive, non-transferable, license to access, configure and use the purchased Subscription Service and Documentation, solely for the internal business purposes of Customer and its Affiliates and solely during the Term, subject to the terms and conditions of this Agreement within scope of use defined in the relevant Order Form.

3.3. <u>License Restrictions</u>. Customer shall not, nor permit others to: (i) license, sub-license, sell, re-sell, lease, transfer, distribute or time share the Subscription Service, Software, or Documentation; (ii) create derivative works based on or otherwise modify the Subscription Service, Software, or documentation; (iii) disassemble, reverse engineer or decompile the Subscription Service or Software; (iv) access the Subscription Service, Software, or Documentation in order to develop a competing product or service; (v) use the Subscription Service to provide a service for others; (vi) use the Exterro Software Platform to operate more or different type of applications than permitted under the applicable Order Form; vii) remove or modify a copyright or other proprietary rights notice on or in the Subscription Service, Software or Documentation; (viii) disable, hack or otherwise interfere with any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by the Subscription Service.

3.4. <u>Customer Data</u>. As between Customer and Exterro, Customer owns its Customer Data. All Customer Confidential Information, and all Personal Identifiable Information ("PII") supplied by, or PII input by Customer or its authorized agents shall be, and remain, the property of Customer.

3.5. <u>Right to Use Customer Data</u>. For the Term of this Agreement, Customer hereby grants Exterro a non-exclusive, non-transferable, worldwide right to use the electronic data specifically pertaining to Customer and/or its Authorized Users that is processed using the Subscription Service (collectively, "Customer Data") strictly for the limited purpose of providing the Subscription Service to Customer.

3.6. <u>Aggregated Data</u>. Exterro owns the aggregated and statistical data derived from the operation of the Subscription Service, including without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the "Aggregated Data"). Nothing herein shall be construed as prohibiting Exterro from utilizing the Aggregated Data for purposes of operating Exterro's business, provided that Exterro's use of the Aggregated Data will not reveal the identity, whether directly or indirectly, of any individual or specific data entered by any individual into the Subscription Service. In no event does the Aggregated Data include any personally identifiable information.

4. **CONFIDENTIALITY**

4.1. <u>Confidential Information</u>. "Confidential Information" means all information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, including without limitation: each Party's respective business plans and processes; financial and employee data; proprietary technology and product information and designs; the Subscription Service and Software; Customer Data. Confidential information excludes information that: (i) is or becomes generally known to be public; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation to the Disclosing Party; (iii) is received from a third party without any obligation of confidentiality to a third party or breach of any obligation of confidentiality to the Disclosing Party; (iv) or was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

4.2. <u>Protection.</u> The Receiving Party shall: (i) at all times protect the confidentiality of the Disclosing Party's Confidential Information with the same degree of care that it uses to protect its own confidential information, and in no event using less than reasonable care; and (ii) not use Confidential Information of the Disclosing Party except to the extent necessary to exercise its rights or fulfill its obligations under this Agreement. To the extent necessary under this Agreement, the Receiving Party may disclose the Confidential Information of the Disclosing Party to the Receiving Party's employees or contractors who are bound by written obligations of confidentiality and non-use and non-disclosure restrictions at least as protective as those set forth herein. In the event of a court order or government regulation compelling disclosure of any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice thereof, and shall reasonably cooperate with the Disclosing Party to seek confidential or other protective treatment. If a Party discloses or uses (or threatens to disclose or use) any Confidential Information of the other Party in breach of confidentiality protections hereunder, the other Party shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts, it being acknowledged by the Parties that any other available remedies are inadequate. Each Party's obligations set forth in this Section 4 shall remain in effect during the term and three (3) years after termination of this Agreement. The Receiving Party shall promptly return to the Disclosing Party or destroy (with certification of such destruction provided by the Receiving Party upon request of the Disclosing Party) all Confidential Information of the Disclosing Party in its possession or control upon request from the Disclosing Party.

5. CUSTOMER DATA

5.1. <u>Protection</u>. During the Term of this Agreement, Exterro shall maintain a formal security program materially in accordance with industry standards that is designed to: (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data.

5.2. <u>Unauthorized Disclosure</u>. If either Party believes that there has been a disclosure of Customer Data to anyone other than an Authorized User or Exterro, such Party must promptly notify the other Party. Additionally, each Party will reasonably assist the other Party in remediating or mitigating any potential damage, including any notification which should be sent to individuals impacted or potentially impacted, or the provision of credit reporting services to such individuals. Each Party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it.

6. WARRANTIES & DISCLAIMERS

6.1. <u>Warranties</u>.

6.1.1. Each Party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all laws applicable to it related to data privacy, international communications and the transmission of technical or personal data.

6.1.2. Exterro warrants that during the Subscription Term the Subscription Service will operate without a Defect (as defined in the Subscription Service Guide attached hereto as Appendix 1 and incorporated into this Agreement by reference), that causes a material failure of Customer's production instances of the Subscription Service to perform in accordance with product documentation. Customer's exclusive remedy for breach of this warranty is for Exterro to correct or work around the Defect upon request, subject to and in accordance with the procedures and limitations for receiving Support, as defined in the Subscription Service Guide. If the Defect persists in causing a material failure in Customer's production instances of the Subscription Service to conform to product specifications, without correction or work-around forty-five (45) days after written notice to Exterro of a warranty claim under this Section 6.1, then Customer may terminate the affected Subscription Service and Exterro shall

refund to Customer any prepaid subscription fees covering the remainder of the Subscription Term of the affected Subscription Service after the date of termination. This Section 6.1.2 sets forth Customer's exclusive rights and remedies (and Exterro's sole liability) in connection with any Defect or other failure of the Subscription Service to perform in accordance with the product specifications or any other manner. Notwithstanding any other provision in this Agreement, Exterro shall have no obligation to support and shall have no liability or obligation due to unavailability, malfunction or degradation of performance in the Subscription Service that is due to modifications of the Exterro Applications by any person other than Exterro or a person acting at Exterro's direction.

    6.1.3. <u>Professional Services</u>. Exterro warrants that it shall perform all Professional Services obligations defined in a SOW in a professional and workmanlike manner. As Customer's exclusive remedy and Exterro's sole liability for breach of this warranty, Exterro shall (a) correct the non-conforming Professional Service or Deliverable at no additional charge to Customer or (b) in the event Exterro is unable to correct such deficiencies after good-faith efforts, refund Customer prorated amounts paid for the defective Professional Service or Deliverable. To receive the warranty remedy, Customer must promptly report deficiencies in writing to Exterro, but no later than thirty (30) days after the first date the deficiency is identified by Customer.

6.2. <u>DISCLAIMER OF WARRANTIES</u>. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXTERRO DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXTERRO SPECIFICALLY DOES NOT WARRANT THAT THE SERVICES, DELIVERABLES, OR SOFTWARE WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. CUSTOMER ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN OR INCORPORATED INTO THIS AGREEMENT BY REFERENCE. THIS CLAUSE DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(o). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

7. INDEMNIFICATION.   Exterro cannot defend the government agency as Dept. of Justice has sole jurisdiction to defend the federal gov't.

8. LIMITATION OF LIABILITY AND DAMAGES

8.1. <u>LIMITATIONS OF LIABILITY</u>. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, WHETHER BASED ON CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

8.2. <u>EXCLUSION OF DAMAGES</u>. TO THE EXTENT PERMITTED BY LAW, NEITHER EXTERRO NOR CUSTOMER SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR LOSS OF USE OR DATA, COSTS OF SUBSTITUTE GOODS, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SUBSCRIPTION SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SUBSCRIPTION SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE.

The clauses under Section 8 shall not impair the U.S. Government's right to recover for fraud or crimes arising out of

or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

9. TERM AND TERMINATION

9.1. <u>Term</u>. The term of this Agreement commences on the Effective Date and continues until the stated term in all Order Forms has expired or has otherwise been terminated in accordance with the terms set forth in this Section 9.   Renewals must be in writing, approved by both parties in writing. Automatic renewal not allowed.

9.2. <u>Termination for Cause.</u> Government termination is governed by the FAR.   Unilateral termination by the reseller/contractor is not permitted. The contractor must file a claim if the government is believed to have breached the terms of the agreement and continue performance pending the resolution. See FAR 52.233-1.

9.3. <u>Professional Services Termination.</u> Government termination is governed by the FAR. Unilateral termination by the reseller/contractor is not permitted. The contractor must file a claim if the government is believed to have breached the terms of the agreement and continue performance pending the resolution. See FAR 52.233-1.

9.4. <u>Effect of Termination</u>.   Upon expiration or other termination of the Subscription Service for any reason, Customer shall stop using, and Exterro shall stop providing, the terminated Subscription Service. (a) If the Subscription Service is terminated by Customer due to Exterro's breach, then Exterro shall refund to Customer, within thirty (30) days after the effective date of termination, all prepaid fees for the remaining portion of the Subscription Term for the terminated Subscription Service after the effective date of termination. (b) If Professional Service is terminated by Customer due to Exterro's breach, then Exterro shall refund to Customer, within thirty (30) days after the effective date of termination, any prepaid amounts for unperformed Professional Service under the applicable SOW or a Service Description. (c) If the Subscription Service is terminated by Exterro due to Customer's breach, then Customer shall pay to Exterro, within thirty (30) days after the effective date of termination, fees for the terminated Subscription Service that would have been payable for the remainder of the Subscription Term after the effective date of termination. (d) Upon expiration or other termination of the Subscription Service for any reason, Customer shall be eligible to request the return of Customer Data in accordance with Section 9.5 (Return of Customer Data).

9.5. <u>Return of Customer Data</u>. Following the end of the Subscription Term, where Customer has not renewed, Customer shall have forty-five (45) days to request a copy of the Customer Data from Exterro; and, if requested, Exterro shall use commercially reasonable efforts to provide a copy of that data within fifteen (15) days in a mutually agreed upon, commercially standard format at no cost to Customer unless Exterro determines in its reasonable discretion that the data output is not routine, in which case the Parties shall mutually agree on a statement of work for professional services. After such forty-five (45) day period, Exterro shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, have the right to delete all Customer Data in its systems or otherwise in its possession or under its control and delete Customer's instances of the Subscription Service.

9.6. <u>Survival</u>.   Upon termination of this Agreement for any reason, Customer shall pay all amounts owed hereunder. Sections 3.1 and 3.4, (Proprietary Rights); Section 3.3 (License Restrictions); and Section 4 (Confidentiality); Section 7 (Indemnification); Section 8 (Limitation of Liability and Damages); and Section 10 (General Provisions) of this Agreement, together with any other provision required for their construction or enforcement, shall survive termination of this Agreement for any reason.

10. GENERAL PROVISIONS

10.1. <u>Assignment</u>. Neither Party may assign its rights or obligations, whether by operation of law or otherwise, without the prior written consent of the other Party. Assignment is subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment must be approved by the government. Any attempted or purported assignment in violation of this Section 10.1 will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

10.2. <u>Notice</u>. Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery; (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) the second business day after mailing; or (iv) the first business day after sending by email, except that email shall not be sufficient for notices of termination or regarding a Claim. Notices shall be sent to the Parties as set forth on the signature page of this Agreement or as otherwise agreed to by the Parties in writing.

10.3. <u>Insurance</u>. During the Term, Exterro shall maintain, at its own expense, the following insurance: (a) statutory workers' compensation insurance and employer's liability insurance as required by applicable law; (b) a commercial general liability policy with aggregate limits of no less than $2,000,000; (c) an umbrella insurance policy with limits of no less

than $4,000,000. Such policies shall be with insurance companies with at least an A.M. Best Rating of A-VII authorized to do business in the jurisdictions where the Exterro Professional Services are to be performed. Customer shall be named as an additional insured on the Commercial General Liability policy with respect to provision of services provided under this Agreement.

10.4. Export Compliance. Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Subscription Service. Without limiting the generality of the foregoing, Customer shall not make the Subscription Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo; (ii) is listed on any U.S. government list of prohibited or restricted Parties; or (iii) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.

10.5. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including without limitation: strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), trespassing, sabotage, theft or other criminal acts, failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions (each a "Force Majeure Event"). The Party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event.

10.6. U.S. Government Rights (if applicable). All Exterro software is commercial computer software and all services are commercial items. "Commercial computer software" has the meaning set forth in Federal Acquisition Regulation ("FAR") 2.101 for civilian agency purchases and the Department of Defense ("DOD") FAR Supplement ("DFARS") 252.227-7014(a)(1) for defense agency purchases. If the software is licensed or the services are acquired by or on behalf of a civilian agency, Exterro provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the services are acquired by or on behalf of any agency within the DOD, Exterro provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses Government rights in computer software or technical data.

10.7. Amendment. Any modification of this Agreement, an Order Form, the Subscription Service Guide, a SOW or a Service Description must be in writing and signed by authorized representatives of both Parties.

10.8. Relationship of the Parties. The Parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship. Neither Party shall have any right or authority to assume or create any obligation of any kind expressed or implied in the name of or on behalf of the other Party. Exterro may at any time subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent.

10.9. Governing Law. This Agreement shall be governed by and construed in accordance with the federal laws of the United States of America. Jurisdiction is governed by the applicable federal law depending on the cause of action. In no event shall this Agreement be governed by the United Nations Convention on Contracts for the International Sale of Goods.

10.10. Reference Account. Publication of the existence of a Customer relationship must be addressed with the ordering agency at the ordering level.

10.11. Miscellaneous. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed electronically, by facsimile and in counterparts, which taken together shall form one binding legal instrument.

11. DEFINITIONS

11.1. "Authorized User" means Customer's employee, contractor, consultant, or outsourcing service provider who is provided registered access to the Services in order to perform work for or on behalf of Customer.

11.2. "Custom Application" means software code developed by Exterro to meet one or more requirements specified by Customer, which is needed to enable functionalities not provided as standard by the Subscription Services.

11.3. "Customer Data" means the electronic data or information submitted by Customer to the Subscription Service.

11.4. "Deliverables" means the training, specifications, configurations, implementation, data conversions, workflow, custom developed programs, performance capabilities, and any other activity or document to be completed during the course of Professional Services for delivery to Customer.

11.5. "Documentation" means Exterro's electronic and hardcopy user guide for the Subscription Service, which may be updated by Exterro from time to time.

11.6. "Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

11.7. "Malicious Code" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

11.8. "Order Form" means the separate ordering documents under which Customer subscribes to the Exterro Subscription Service and Professional Services pursuant to this Agreement that have been fully executed by the Parties.

11.9. "Personally Identifiable Information" means any and all individually identifying information related to former, current or prospective employees, consultants, contingent workers, independent contractors, or retirees of Customer that is accessed, disclosed, provided, obtained, created, generated, scanned, entered, collected or processed in connection with the Subscription Service or Professional Services.

11.10. "Production" means the Customer's use of or Exterro's written verification of the availability of the Subscription Service to Customer for use in its business processes.

IN WITNESS WHEREOF, the Parties authorized signatories have duly executed this Agreement as of the Effective Date.

Customer	**Exterro, Inc.**
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Capitalized terms not defined herein shall have the meaning set forth in the Agreement or the use agreement between Customer and Exterro.

1. Support

During the Subscription Term, Exterro shall use reasonable efforts to resolve Defects (defined below) in the Subscription and Hosting Services ("Support"). Support does not include: implementation services; configuration services; integration services; customization services or other custom software development (if any); support for modifications of the Exterro Applications by any person other than Exterro or a person acting at Exterro's direction (if any); training or "how-to" assistance with administrative functions; other professional services; corrections of immaterial Defects or corrections that will degrade the Subscription Service.

Customer may request Support for a Defect at the online portal http://support.exterro.com or any successor site. Exterro will use commercially reasonable efforts to initially respond to the Support request in the following target time frames:

Nature of Defect	Production Instance Target Initial Response Time	Non-Production Instance Target Initial Response Time
Availability Defect	• Classified as P1 Defect • Within 30 minutes at all times • Commencement of corrective action is within 2 hours	• Classified as P2 Defect • Within 4 hours at all times
Critical Defect	• Classified as P2 Defect • Within 2 hours at all times • Commencement of corrective action is within 6 hours	• Classified as P3 Defect • Within 12 hours on weekdays, excluding federal holidays
Non-Critical Defect	• Classified as P3 Defect • Within 12 hours on weekdays, excluding federal holidays • Commencement of corrective action is next service pack or minor release	• Classified as P4 Defect • Within 24 hours on weekdays, excluding federal holidays
Other	No target initial response time	No target initial response time

The priority level will be assigned by these guidelines: "P1" is a production instance of the Subscription Service not Available (as defined below); "P2" is a non-production instance not Available or a Defect in a critical function of a production instance; "P3" is a production instance Defect that is not a P1 or P2 request or a Defect in a critical function of a non-production instance; and "P4" is a Defect that is not a P1, P2 or P3 request.

Case Logging and Monitoring
New cases can be logged online at any time from the Exterro Support Portal, at http://support.exterro.com. Our technical support team is on call 24/7/365 to support any high priority issues that might arise after hours. All tickets logged can be tracked and managed from the Support Portal.

Regardless of the SLA, Exterro Support endeavors to connect all Priority 1 cases directly to an Exterro Support Analyst during regular hours of service 7:00 a.m. to 6:00 p.m. PST. Any priority 1 call not directly connected to a Support Analyst will be responded to within the SLA time frames defined above.

To ensure speedy resolution, the customer contact who logged the case must be readily available throughout the time period that the case is being worked on. For Priority 1 cases, Exterro Support will work on the case until one of the following states is reached:

- The problem is resolved.
- The Support Analyst is able to provide a reasonable and mutually acceptable alternative solution.
- Customer Contact who created the ticket or the person listed as contact is unavailable or abandons the case. During the case resolution process, you are required to involve the appropriate number and level of staff needed to work with Exterro on the issue effectively.

Closing a Support Case

A case is closed only when one of the following occurs:

- One of your contacts requests that the case be closed.
- The case is resolved, i.e. Customer Contact and our Support Analyst mutually agree on a solution to the issue. This may include an alternative solution, configuration change, or the provision of additional software.
- The issue is found not to be due to any deficiency in the Exterro Fusion software.
- A resolution can be provided only by an enhancement to the Exterro software, and the enhancement has been identified as a candidate for future releases (All enhancements remain as candidates until released or deemed inappropriate at a future date).
- A resolution can be provided only by a change to existing functionality in the Exterro product, and it is determined by Exterro, at its reasonable discretion, that such a change is not suitable and no further action will be taken.
- A resolution can be provided only by in-depth knowledge transfer that must be obtained through engaging Training or Consulting Services.
- The case has been left open for five consecutive business days, while waiting for a response from one of the customer contact who created the case. Exterro Support will make every effort to contact the customer contact who created the case or listed as contact in the ticket, but if there is no response within the five days, we will close the case.

Case Escalation

Exterro strives to provide its customers with the best support for issue resolution. If it appears that an issue is not being resolved quickly enough, escalation can occur in one of the following ways:

- **Automated Escalation:** Exterro employs automated internal escalation to various resources based on the severity of the issue and the length of the time an issue is open.
- **Proactive Escalation:** Exterro support can escalate an issue at any time if additional resources are required. Additionally, our Support Manager review issues to ensure that they are progressing towards resolution at a reasonable pace given the priority of the issue.
- **Customer Initiated Escalation:** You can request escalation of an open issue, at which time we will assess the issue to quickly determine the cause(s) and work towards a solution. You can make your request through the Account Manager assigned to you who will in turn engage a Support Manager to work with you through the next steps in the escalation process.

2. Upgrades

Included in Subscription Service

"Upgrades" are Exterro's releases of the Subscription Service for repairs, enhancements or new features applied by Exterro to Customer's instances of the Subscription Service at no additional fee during the Subscription Term. Exterro has the discretion to provide new functionality either: (i) as an Upgrade, or (ii) as different software or service for a separate fee. Exterro determines whether and when to develop, release and apply any Upgrade to Customer's instances of the Subscription Service.

Notice of Upgrades; Maintenance Downtime

Exterro shall use reasonable efforts to give Customer thirty (30) days' notice of any Upgrade to the Exterro Applications or the Exterro Platform. Exterro shall use reasonable efforts to give Customer ten (10) days' notice of any Upgrade to the infrastructure network, hardware or software used by Exterro to operate and deliver the Subscription Service if Exterro in its reasonable judgment believes that the cloud infrastructure Upgrade will impact Customer's use of its production instances of the Subscription Service. Exterro will perform regular maintenance of all hosted sites and the maintenance will be done only during off hours typically on Thursday nights, in a window that extends from 6:00 p.m. to around 2:00 a.m. (PST) the following morning. Actual work on Customer's systems will be done at some point within this window. All times are based on the Pacific Time zone. Exterro will use commercially reasonable efforts to limit the period of time during which the Subscription Service is unavailable due to the application of Upgrades to no more than two (2) hours per month ("Maintenance Downtime"). Notwithstanding the foregoing, Exterro may provide Customer with a shorter or no notice period of an Upgrade if necessary, in the reasonable judgment of Exterro, to maintain the availability, security or performance of the Subscription Service for other Exterro customer(s) or the ability of Exterro to efficiently provide the Subscription Service to other Exterro customer(s).

Patch Maintenance for the Application
Exterro will perform regular maintenance for all hosted sites. All patch maintenance will be done with prior communication with the client. The clients will be communicated at least 24 hours in advance of any maintenance and the maintenance will be done only during off hours.

Patch for Operating Systems and any vulnerabilities for third party software
Exterro Fusion supports different databases, operating systems, web servers and application systems. The product development and support teams are constantly looking for any patches from the third-party vendors for any vulnerabilities or improvements in their applications. Typically, all patches are tested out in the Exterro labs on the Fusion application before being released to clients and being applied to hosted solutions. Any patches that are applied are communicated to the client contact so that they are aware of these. Some of the OS patches are performed by our hosting partner and they are done only after contacting Exterro's technical support.

3. Availability Service Level

Availability.
Exterro's availability service levels are based on a 24/7/365 basis. "Available" means that the Subscription Service can be accessed by Customer via a secure password protected web site(s) hosted by Exterro, except for: (i) Maintenance Downtime in an amount fewer than two (2) hours per calendar month; and (ii) downtime caused by circumstances beyond Exterro's control, including without limitation, a Force Majeure Event, such as, for example, general Internet outages, failure of Customer's infrastructure or connectivity (including without limitation, direct connectivity and virtual private network (VPN) connectivity to the Subscription Service), computer and telecommunications failures and delays not within Exterro's control, and network intrusions or denial-of-service or other criminal attacks ("Excusable Downtime"). The Subscription Service will be available at least 99.8% of the time during each month, excluding Excusable Downtime ("Uptime Commitment").

Calculation of Subscription Service Availability
Subscription Service Availability = (total hours in month – Excusable Downtime) X .998.

By way of example, in a normal 30-day month, in which there are no uncontrollable events, Subscription Service Availability will be [(30 (days) X 24 (hours) – 2 (hrs. Maintenance)] X .998 (uptime percentage) = 716.564 hours. For any time, the Subscription Service Availability is less than 716.564 hours in that reporting period, the service level credit applies.

Failure to Meet Service Levels.
In the event Exterro does not meet one or more of the requisite Service Levels, Exterro shall: (a) reduce the applicable invoice to Customer by the amount of the applicable Performance Credits as a credit and, (b) use its best efforts to ensure that any unmet Service Level is subsequently met. Notwithstanding the foregoing, Exterro will use commercially reasonable efforts to minimize the impact or duration of any outage, interruption, or degradation of

Service.

If Customer documents that Exterro has breached the Uptime Commitment service level in any month, Customer shall so notify Exterro and provide the dates and times that the Service was not available. Upon reasonable verification that the Uptime Commitment was not achieved, Customer's sole remedy for failure to meet the Service Level is that Exterro shall issue Customer a credit based on the percentage of Annual Subscription Fees calculated in accordance with the table below for that month. Such credit will be applied against subsequent invoice(s).

Availability Percentage in any Month	Performance Credit
Less than 99.90% but at least 98.00%	5% of the Annual Subscription Fee divided by 12
Less than 98.00% but at least 95.00%	8% of the Annual Subscription Fee divided by 12
Less than 95.00% but at least 90.00%	10% of the Annual Subscription Fee divided by 12
Less than 90.00%	13% of the Annual Subscription Fee divided by 12